

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: ZOOM VIDEO COMMUNICATIONS,  
INC. PRIVACY LITIGATION

CASE NO: 3:20-cv-02155-LB

**SUPPLEMENTAL DECLARATION  
OF ARI BROWN**

I, Ari Brown declare and state as follows:

1. I am attorney licensed to practice law in the State of Washington and am a member in good standing of the Washington State Bar. I am one of the attorneys for Objector, Judith Cohen and have been admitted *pro hac vice* by the Court in this case. I make this declaration based upon my personal knowledge and could competently testify to the contents herein if called upon to do so.

2. My co-counsel and I filed the objection on behalf of Ms. Cohen on March 4, 2022. The objection was focused on the fact that the settlement in this case did not account for implications, both past and future, that failures in Zoom's encryption have on professionals with legal or contractual obligations to maintain client confidentiality.

3. Though the objection and the subsequent reply noted that Ms. Cohen was amenable to a variety of potential avenues to address the shortcoming she identified,

1 neither my co-counsel nor I heard anything from Class Counsel prior to the final approval  
2 hearing on April 21, 2022, or in the weeks that followed. Ms. Cohen filed a notice of  
3 appeal on May 20, 2022.

4           4. We heard nothing from Class Counsel until I received a call from Tyson  
5 Redenbarger of the Cotchet Pitre law firm on July 7, 2022 asking that we agree Class  
6 Counsel's responses to the two appeals could be coordinated despite scheduling  
7 differences. I gave the stipulation he requested. I urged that Class Counsel engage in  
8 substantive settlement discussions as Ms. Cohen was flexible as to ways in which the  
9 points of her objections could be remedied. We again heard nothing back from Class  
10 Counsel.  
11

12           5. The parties participated in a telephonic mediation call later in July. We  
13 articulated our willingness to discuss various forms of remedy and forwarded a written  
14 proposal. We received no response from Class Counsel.  
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16           6. In early August 2022, I was contacted by Ben Kline, attorney for Zoom, Inc.  
17 to discuss potential forms of settlement. Throughout August, September, and October the  
18 parties negotiated modifications to the settlement agreement. All of my interactions with  
19 Class Counsel were through Mr. Kline who acted as an intermediary. Toward the close of  
20 negotiations, and at his request, I advised Mr. Kline of our current lodestar and, for the  
21 purposes of reaching an agreement, we agreed not to request any sort of multiplier.  
22

23           I declare under penalty of perjury under the laws of the State of Washington that the  
24 foregoing is true and correct.

25 DATED: January 18, 2023 at Seattle, Washington  
26

27 /s/ Ari Y. Brown  
28 Ari Y. Brown